

Applied Geotechnology Inc.
 Geotechnical Engineering
 Geology & Hydrogeology

Compaction Test
 Washington Green Retail Center
 Washington County, Oregon

FIGURE

B-5

DESIGNER
 30111.011

OWNER
 MWL

APPROVED

DATE
 7 Feb 94

REVIEW

DATE

TOTAL P.37

A4 to A4

Attachment "5"

Construction Schedule

<u>Landlord's Task</u>	<u>Completion Date</u>
1. Construction of all-weather construction access to the Premises, staging area and curbcuts in Tenant's Preferred Area.	May 16, 1994
2. Completion of Site Work including approval for all curbcuts.	May 16, 1994
3. Installation of temporary utilities.	May 16, 1994
4. Landlord's delivery of the Land to Tenant.	May 16, 1994
5. Construction and installation of permanent utilities including permanent telephone service.	September 16, 1994
6. Construction and installation of storm water drainage.	September 16, 1994
7. Construction and installation of paving (including heavy-duty paving) and curbing.	September 16, 1994
8. Completion of landscaping at Shopping Center.	October 1, 1994
9. Construction and installation of exterior lighting in the Shopping Center.	October 1, 1994
10. Construction and installation of pylon sign(s) identifying the Shopping Center.	October 1, 1994

Attachment "6"

Site Work Certification

To: Circuit City Stores
9950 Mayland Drive
Richmond, Virginia 23233
Attention: Vice President-Real Estate

Re: Circuit City Store/[Location]-Lease Agreement dated _____

Ladies and Gentlemen:

The undersigned, as Landlord under the Lease has caused "delivery of the Land" to occur, and accordingly, completion of the Site Work, all in accordance with the terms of the Lease. Specifically the undersigned hereby certifies that: (i) the grading of the Land and Common Areas has occurred in accordance with the Standards for Grading Work and Landlord's geotechnical report, attached as Attachment "3" and "3A" to the Lease, and Tenant's building pad has been prepared strictly in accordance with Landlord's geotechnical report; (ii) the Staging Area has been completed and (iii) an all-weather construction access road to the Land no less than 24 feet width has been prepared and is ready for your use.

All conditions precedent to issuance of your building permit have been satisfied by the Landlord, and we certify that all elements of the Site Work and delivery of the Land have been satisfied in accordance with the Lease.

[LANDLORD]

Attachment "7"

Utilities Specifications

Landlord will provide the following temporary utilities to within five (5) feet of the Premises no later than the date for completion of such temporary utilities set forth in the Construction Schedule:

water (1" line, with sufficient pressure that pumping is not necessary) and electric power (200 amps, 1-phase, 4-wire, 120 volts, with weatherproof and rainproof fused disconnect switch) for use by Tenant in its construction of the Improvements.

Landlord will provide the following permanent utilities to within five (5) feet of the Premises at Tenant's identified entry points no later than the date for completion of such permanent utilities set forth in the Construction Schedule:

gas (if available), telephone, permanent electricity (adequate for 600-amp panel, 3-phase, 277/480 volt), sanitary sewer (6" line), domestic water (2" line), fire protection water (8" line, 50 pounds per square inch residual pressure, 2000 gallons per minute or at least sufficient capacity to service Tenant's sprinkler system without the need for any water pump, as approved by Tenant's fire protection consultant).

Attachment "9"

Paving Specifications

1. With respect to parking area and roadway surfacing:
 - (a) Pavement design shall be based on a "Design Period" of twenty (20) years for the traffic indices specified by an independent civil engineer approved by Tenant and compensated by Landlord.
 - (b) All pavement design shall be subject to review and approval by Tenant, and shall conform to the recommendations of an independent soils engineer selected and compensated by Landlord.
 - (c) Consideration must be given to heavier use in main drives and service area.
2. With respect to sidewalks and curbs:
 - (a) Landlord shall provide and install all curbs and sidewalks including perimeter curbs and sidewalks.
 - (b) All sidewalks and curbs shall be constructed of concrete and shall have a minimum slope of 1.5% and a maximum slope of 3.0% away from the Building. All sidewalks and curbs shall be a minimum of four (4) inches thick, with a rough non-skid texture (as approved by the Landlord's architect with respect to the Common Area), over a suitable granular base. Salt finish is not acceptable.
 - (c) Entrance and access roads and other areas as required for suitable drainage, shall have six (6) inch curbs with 18-inch gutters; however, next to sidewalks and buildings when drainage is not a factor a straight curb six (6) inches (without gutters) above the finished paving shall be permitted. Parking lot islands and landscape enclosures shall be vertical barrier-type curbs and all integral-type curbs and gutters and vertical barrier-type curbs shall be concrete. Extruded asphalt or concrete curbing may not be used.
 - (d) Curbs at all non-parking areas shall be painted red with an exterior flat red latex paint, receive a trowel finish and be designated "No Parking" by a contrasting paint color.

Attachment "10"

Shopping Center Lighting Specifications

Minimum design standards for lighting of the Shopping Center are as follows:

1. The Developer shall prepare and submit plans showing the location and height of all light poles, fixtures, type of fixture shielding (if any), circuiting and details of the complete lighting arrangement and equipment.
2. Illumination as measured at pavement shall be:
 - a. 4.0 foot candles minimum maintained within 50' of Tenant's entry.
 - b. One and one-half (1 1/2) foot candles average maintained, measured at grade.
 - c. 2.0 foot candles minimum maintained on entry drives.
3. Twenty-five percent (25%) of the overall lighting shall be designated as security lighting (i.e., remains on from dusk to dawn). The security lighting layout and pattern shall be subject to Tenant's approval.
4. Selection of fixture types shall be subject to Tenant's review and approval prior to design and circuiting.
5. Landlord shall install a seven-day time switch to control all parking area lighting wired to a common house panel. All security lighting shall be placed on photo-cell switching.
6. The control of parking area lights shall be accessible to Tenant's local store management due to late-night and holiday sales.

EXHIBIT "D"

STORE FIXTURES

ALL STORAGE RACKING

ALL SECURITY SYSTEM ITEMS (except those portions integrated into the building structure)

TELEPHONES AND PAGING SYSTEMS

COMPUTER SYSTEM

OFFICE FURNITURE AND TRASH RECEPTACLES

BATTERY CHARGER

TRASH COMPACTOR

SIGNS (INTERIOR/EXTERIOR)

ANTENNA SYSTEM

ELECTRONIC SWITCHING

AIR COMPRESSOR (ROADSHOP)

SAFE

CONVEYOR

MEDECO CYLINDER LOCKS (5)

REFRIGERATOR AND MICROWAVE USED BY EMPLOYEES

TACK BOARDS

WATER COOLER

FIRE EXTINGUISHERS

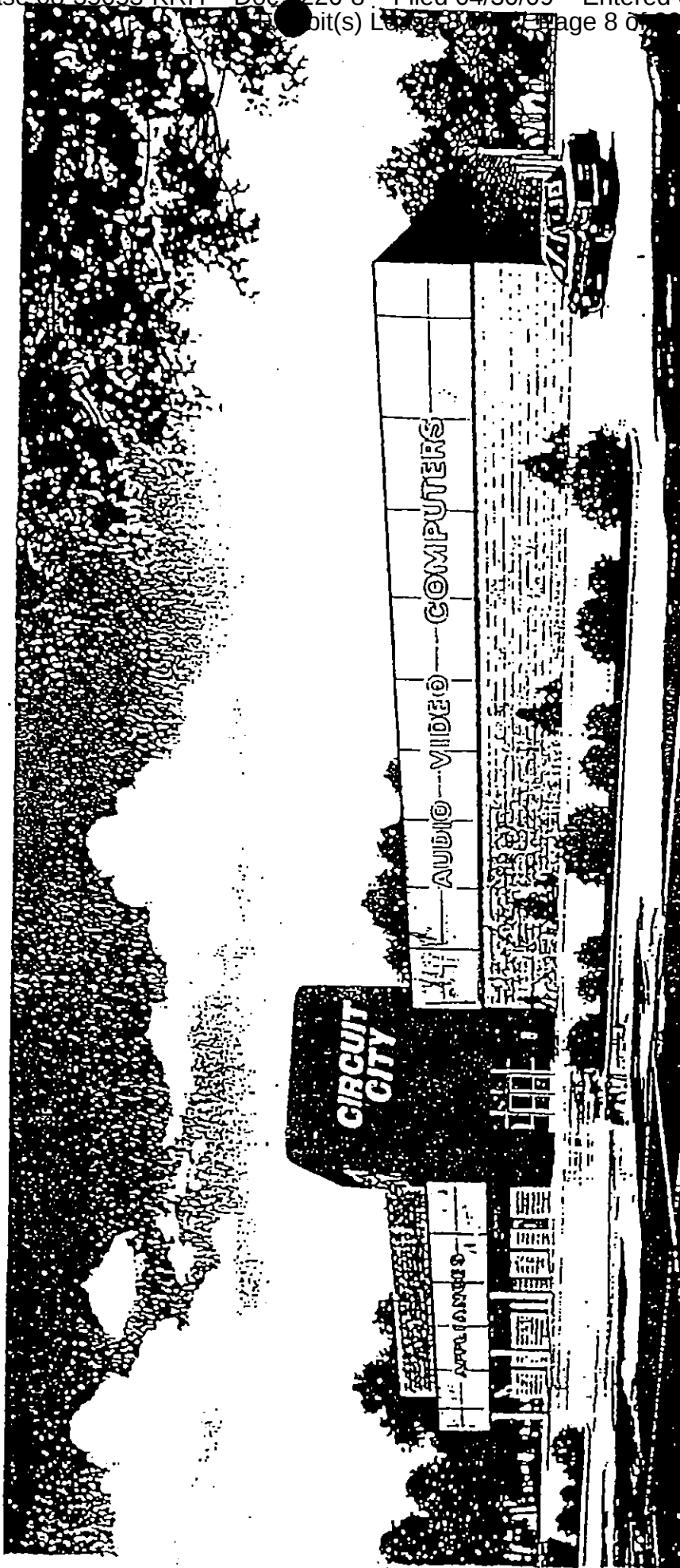
AUDIO ROOM FIXTURES AND SWITCHGEAR

PICTURES

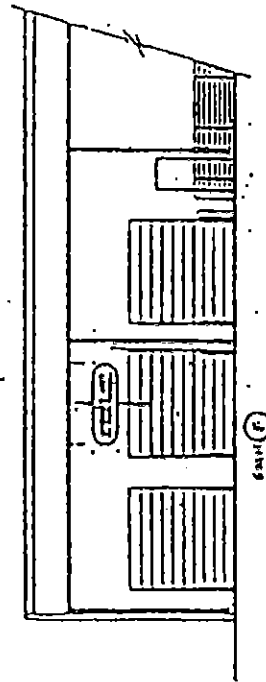
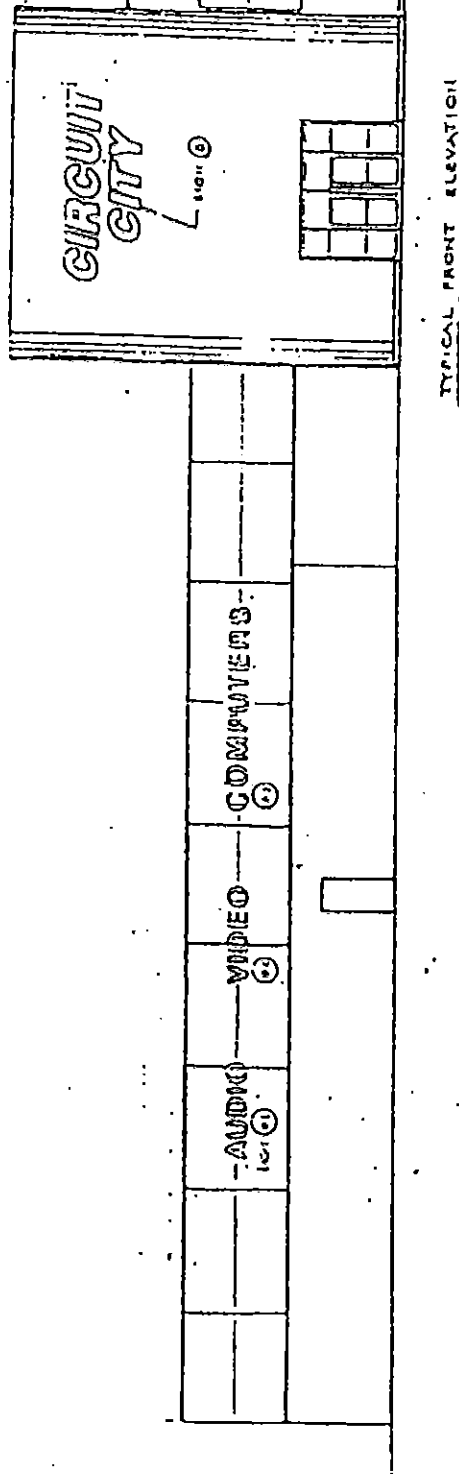
WAREHOUSE AND MATERIAL HANDLING EQUIPMENT (MOVABLE LADDERS,
DOLLIES, ETC.)

TRACK LIGHTS (CANS ONLY, NOT TRACKS)

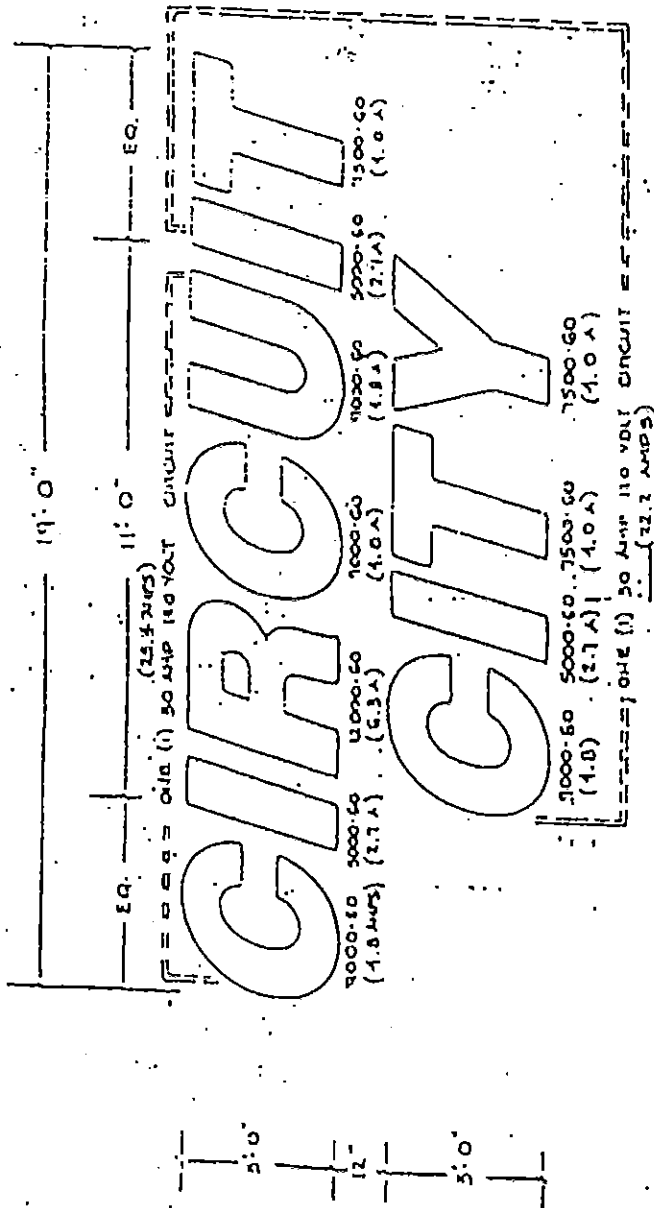
EXHIBIT "E"



**CIRCUIT CITY
STORES INC.**
9950 MAYLAND DRIVE
RICHMOND VA. 23233



**CIRCUIT CITY
STORES INC.**
9950 MAYLAND DRIVE
RICHMOND VA. 23233



SIGNS (B) (C) LAYOUT

BUILDING SIGNS
STORE B & C

APPROPRIATE AND INSTALL TWO (2) SETS OF 36" BOX CHANNEL LETTERS WITH FOUR (4)

ROW OF EXPOSED WHITE TUBING AS PER OUR DRAWING

MESSAGE: CIRCUIT CITY 111 2 2 - 22 LETTERS/ROW SINGLE RECTANGULAR BUILD

MATERIALS:

CHANNELS CONSTRUCTED OF .018 ALUMINUM 32" DEEP SPACED MATERIALS BRUSHED ALUMINUM 141-242 OR ALL TOPSACES. NOTE: MOUNTING CLIPS ON TOP ROW OF CURT IF USED TO BE PAINTED ACRYLIC AND 1/2" DIA TO MATCH BACKGROUND.

LIGHTING FROM (1) ROWS OF 120W WHITE EXPOSED TUBING POWERED BY 60W TRANSFORMERS

LOCATED INSIDE EACH LETTER. ALL FINISH MATERIALS TO BE U.L. APPROVED.

ROUND LETTERS FLAT ANGLEST AND ALUMINUM FACIA WITH 3/8" ALUM. ALL THREAD FASTENED THROUGH WALL AND SECURED ON INSIDE SURFACE WITH 4" SQUARE ALUM. BACK UP PLATES. NOTE: WHERE OBSTRUCTIONS IN WALL OCCUR, EXPANDED CLIPS AND EXPANDED FASTENERS WILL BE USED TO SECURE LETTERS.

ELECTRICAL TO SIGN LOCATION BY OTHERS. (1) 240W 120VALL CIRCULARS REQUIRED. PARALLEL LINES PROVIDED OUT BACKS OF LETTERS IN 24" SECTION OF LIGHTING TYPE CROWNED INTO JUNCTION BOXES OR INSIDE OF TOWER. NOTE: LOCAL INSTALLATION TO INTERCONNECT ALL LETTERS AND MAKE FINAL WORK UP TO CIRCUIT CITY PROVIDED BY OTHERS. NOTE: ALL MOUNTING AND ELECTRICAL PENETRATIONS IN WALL FACIA SEALED WITH SILICONE JOINTS.

ALL FINISHING AND MATERIALS
USED WILL BE U.L. APPROVED
AND IN ACCORDANCE WITH I.L.C.

SECTION SIGNS (B) (C)

**CIRCUIT CITY
STORES INC.**
9950 MAYLAND DRIVE
RICHMOND VA. 23233

AUDIO VIDEO COMPUTER APPLIANCES

SIGN (12)

SIGN (13)

SIGN (14)

SIGN D
MANUFACTURE ONE (1) SET OF 24" CHANNEL LETTERS WITH PLASTIC FACES AND INTERNAL LIGHTING AS PER OUR DRAWING

RECEAUC, AUDIO VIDEO APPLIANCES (28 LING)

NATURAL
CHANNEL LETTERS CONSTRUCTED OF .614 ALUMINUM 18" DEEP AND SPRAYED BRUSHED ALUMINUM ON ALL EXTERIOR SURFACES AND WHITE ON INTERIOR OF LETTERS.

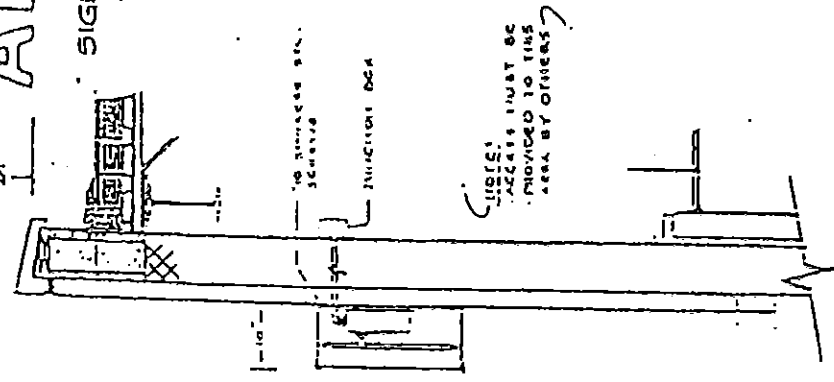
LIGHTING FROM AN OUTLINE OF 1200 CLEAR RED NEON TUBING POWERED BY CORA FROM TRANSFORMERS LOCATED IN EACH LETTER. ALL WIRING AND MATERIALS WILL BE U.L. APPROVED.

FACES OF 1/8" AND #2203 SANDED WITH 1" SILVER SILYSTRAIN HOLDING.

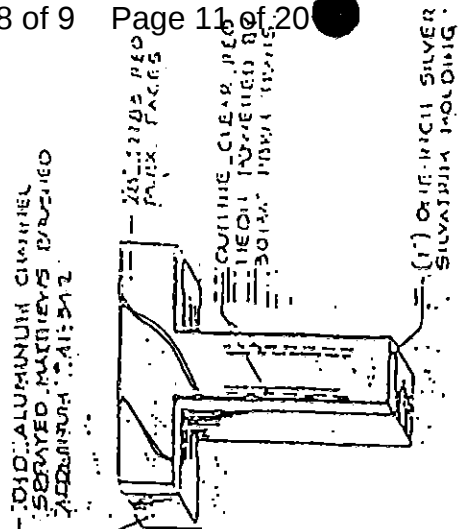
ROUND LETTERS FLAT AGAINST ALUCABOND FACIA WITH FIBERLESS STEEL SCREENS. ELECTRICAL TO SIGN LOCATION AT OTHER. THREE (3) 20 AMP 120 VOLT CIRCUITS REQUIRED. PRIMARY LINES PIVOTED OUT BACKS OF LETTERS IN 28 SECTIONS OF LIQUID TPC GREENFIELD INTO JUNCTION BOXES ON INSIDE OF WALL. HOTEL LOCAL INSTALLER TO INTERCONNECT ALL LETTERS AND MAKE FINAL WIRE UP TO CIRCUITS PROVIDED BY OTHERS. HOTEL ALL ELECTRICAL AND MOUNTING PENETRATIONS SEALED WITH SILICONE ADHESIVE.

CIRCUIT CITY STORES INC.
9950 MAYLAND DRIVE
RICHMOND VA. 23233

ALL WIRING AND MATERIALS USED WILL BE U.L. APPROVED AND IN ACCORDANCE WITH N.E.C.

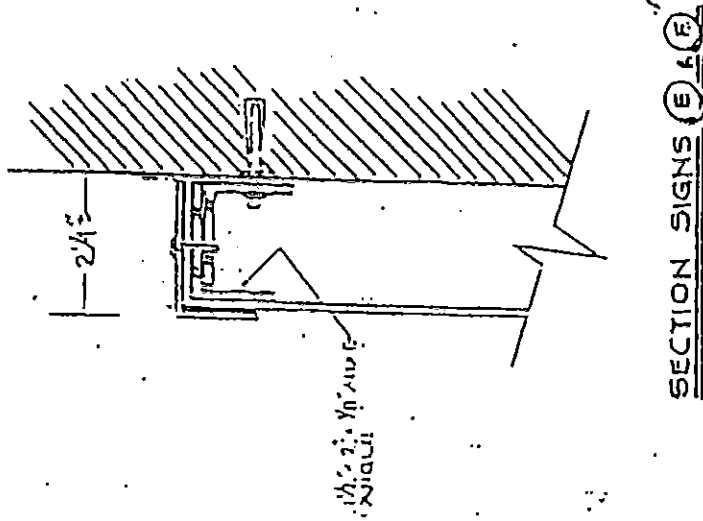


SIGN (15) LAYOUT

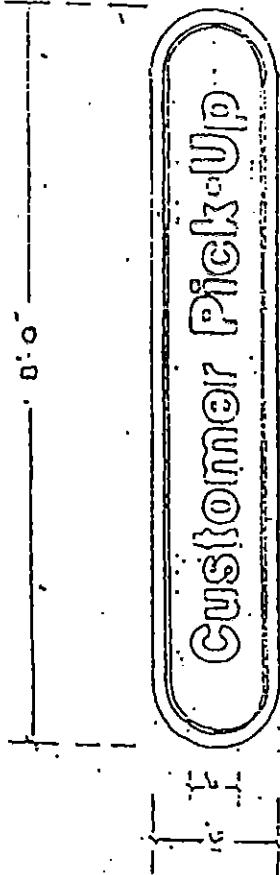


LETTER DETAIL
SIGN (16)

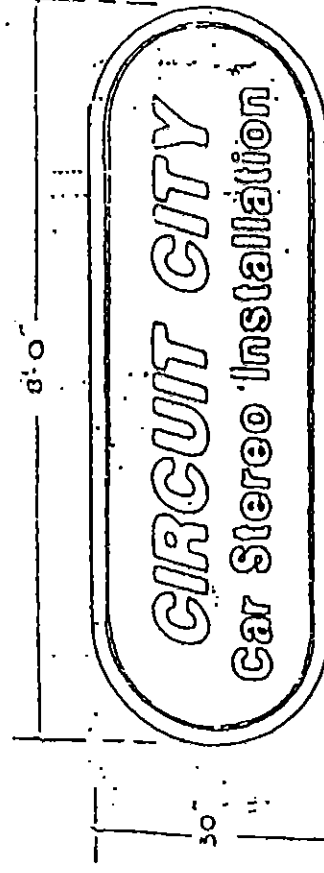
SECTION SIGN (17)



**CIRCUIT CITY
STORES INC.**
9950 MAYLAND DRIVE
RICHMOND VA. 23233



SIGN (E) LAYOUT NON-ELECTRIC



SIGN (F) LAYOUT NON-ELECTRIC

SIGNS E & F
MANUFACTURE 170 121 SINGLE FACED NON ELECTRIC LUMINOUS SHAPED BUILDING
MOUNTED SIGNS AS PER OUR DRAWING

MESSAGES: SIGN E - 111 16" x 8"-8" - CUSTOMER PICK-UP
SIGN F - 111 30" x 3'-3" - CIRCUIT CITY CAR STEREO INSTALLATION

MATERIALS:
SIGNS FABRICATED OF ALUMINUM OVER ALUMINUM ANGLE STRAPPED MECHANICALLY RLO
112-314 OR ALL SURFACES.

COPY AND PASTE BORDER OF BRUSHED ALUMINUM FINISH.

MOUNT SIGNS ON RESPECTIVE BACKGROUNDS WITH CONCEALED FASTENERS.

C	-	32-1/2	-	8.13	SQ. FT.	C	-	32-1/2	-	8.13
E	-	11-1/4	-	2.81		E	-	11-1/4	-	2.81
R	-	32	-	7.98		T	-	31	-	7.74
C	-	32-1/2	-	8.13		Y	-	37-1/2	-	9.36
U	-	32	-	7.98						-----
E	-	11-1/4	-	2.81						23.06
T	-	31		7.74						

				45.58						
				28.06						

				73.64	SQ. FT. X 2 =					

CIRCUIT CITY
SQUARE FOOT CALCULATIONS

II. 31' CIRCUIT CITY

OPTION A - 31' X 16'	41.28)	
)	69.66 SQ. FT.
31' X 11'	28.38)	

OPTION B - 6' X 16'		96 SQ. FT.
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OPTION C - 31' X 16	41.28)	
)	72.06 SQ. FT.
41' X 9	30.78)	

CIRCUIT CITY
SQUARE FOOT CALCULATIONS

III. 24" AUDIO VIDEO APPLIANCES

OPTION A - CALCULATIONS ON EACH WORD

AUDIO	- 2' X 9'-7"	-	19.16 SQ. FT.	
VIDEO	- 2' X 9'-8"	-	19.32 SQ. FT.	
APPLIANCES	- 2' X 19'-4"	-	38.66 SQ. FT.	77.14 SQ. FT.
COMPUTERS	2' X 20'	-	40. SQ. FT.	

			117.14 SQ. FT.	

OPTION B - CALCULATIONS ON 4 LINES

W/OUT 'COMPUTERS'	2' X 53'	106	SQ. FT.
WITH 'COMPUTERS'	2' X 80'-2"	161.32	SQ. FT.

OPTION C - CALCULATIONS BASED ON SIZE OF EACH LETTER

A - 22-1/2" - 3.75 SQ. FT.	A - 22-1/2" - 3.75 SQ. FT.	C - 22" - 3.5 SQ. FT.
U - 19 - 3.15	P - 19 - 3.16	O - 21 - 3.84
D - 21 - 3.5	P - 19 - 3.16	M - 24-1/2 - 4.08
I - 5 - .84	L - 17 - 2.84	P - 19 - 3.16
O - 23 - 3.34	I - 5 - .84	U - 19 - 3.17
	A - 22-1/2 - 3.75	T - 20 - 3.32
V - 22 - 3.35	N - 20-1/2 - 3.4	E - 18 - 3.
I - 5 - .84	C - 22 - 3.6	Z - 20 - 3.32
D - 21 - 3.5	E - 18 - 3.	S - 20 - 3.32
Z - 18 - 3.	S - 20 - 3.32	
O - 23 - 3.34		
-----	-----	-----
29.53	30.82	30.8
-----	-----	-----
	91.55 SQUARE FEET	

CIRCUIT CITY
SQUARE FOOT CALCULATIONS

IV. CUSTOMER PICK-UP

OPTION A - 9' X 4'-0" 3 SQ. FT.

OPTION B - 16' X 8'-0" 10.64 SQ. FT.

CIRCUIT CITY
SQUARE FOOT CALCULATIONS

V. CIRCUIT CITY CAR STEREO INSTALLATION

OPTION A - 16' X 2'-0" 10.64 SQ. FT. (NO CIRCUIT CITY)

OPTION B - 30' X 8'-0" 20 SQ. FT.

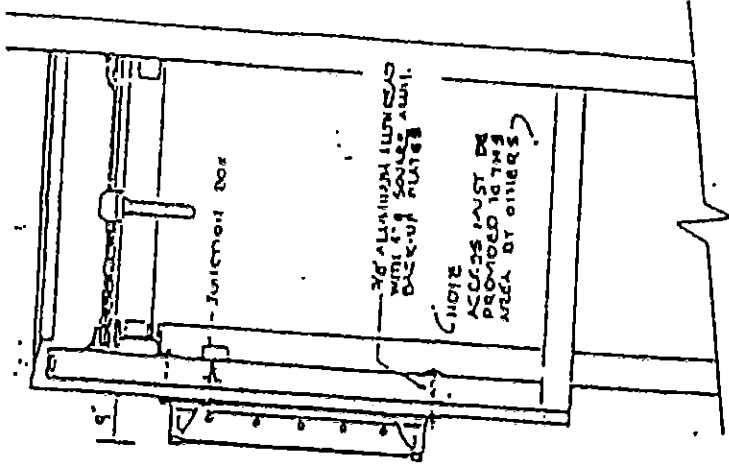
CIRCUIT CITY
SQUARE FOOT CALCULATIONS

VI. READER BOARD

5'0" X 12'-0" 60 SQ. FT.

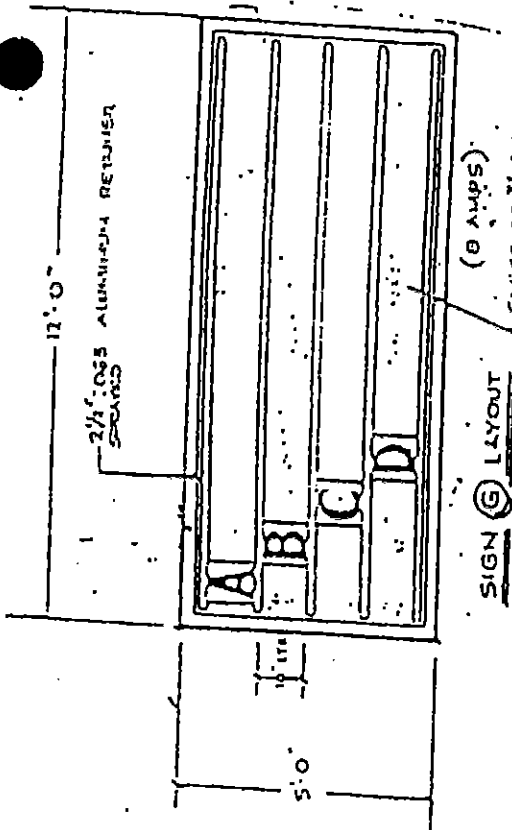
Exhibit "E"

**CIRCUIT CITY
STORES INC.**
9950 MAYLAND DRIVE
RICHMOND VA. 23233



SECTION SIGN (G)

ALL WIRING AND MATERIALS
USED WILL BE U.L. APPROVED
AND IN ACCORDANCE WITH N.E.C.



(8 AMPS)

BACKS OF 3/16" x 1/8" x 1/8" WHITE FLUORESCENT LAMP SUSPENDED FROM TOP TRACK AND WITH GEL PLASTIC TRACKS ... CEMENTED ON FACE TO HOLD (1) LINES OF 10" x 1/2" CHANGE STANDARD BLACK SAND BLACK LETTERS

Note:
NOT SHOWN ON
ELEVATION DRAWINGS

SIGN (G) - READER BOARD
MANUFACTURE ONE (1) 5'-0" x 12'-0" SINGLE FACED INTERNALLY ILLUMINATED
PLASTIC FACED READER BOARD SIGN TO ACCOMMODATE FOUR (4) LINES OF 10" COPY
AS PER OUR DRAWING

MATERIALS:

SIGN CABINET CONSTRUCTED OF INNER ANGLE IRON FRAMING COVERED WITH .863
ALUMINUM AND SPRAYED BRUSHED ALUMINUM #41-342 ON ALL EXTERIOR SURFACES AND
WHITE CHAMEL ON INTERIORS.

LIGHTING FROM AN INTERNAL SOURCE OF 7-12 DAYLIGHT HIGH OUTPUT FLUORESCENT
LAMPS COVERED BY 800 MA BALLASTS. ALL WIRING AND MATERIALS WILL BE U.L.
APPROVED.

FACE OF 3/16" WHITE #7328 FLUORESCENT SUSPENDED FROM TOP TRACK. FACE WILL
HAVE CLEAR PLASTIC TRACK FOR 10" COPY. 14 ROWS.
MOUNT SIGN FLAT AGAINST ALUCABOND FACIA WITH HARDWARE THROUGH EXPOSED
CLIPS.

ELECTRIC TO SIGN LOCATION BY OTHERS. ONE (1) 20 AMP 120 VOLT CIRCUIT
REQUIRED.

ACCESSORIES: ONE (1) 480 FOUR (4) 10" E-Z CHANGE STANDARD BLOCK STYLE
SOLID 6100K BLACK LETTERS, TWO (2) STORAGE CABINETS (200 CAP. 1), AND
ONE (1) 6" TO 10" MECHANICAL HAND.

EXHIBIT "F"

PERMITTED ENCUMBRANCES

1. Water Meter Vault Easement dated June 7, 1973, executed and delivered by Dale Construction Company, as grantor, to Metzger Water District, a municipal corporation, as grantee, recorded in Volume 929 beginning at page 995 of the Real Property Records of Washington County, Oregon.
2. Easements reserved in a Special Warranty Deed dated October, 1984, executed and delivered by Dudley R. Scott and Naomi E. Scott, as grantors, to Biem and James Properties, III, as grantee, recorded as Recorders Fee No. 84042270 in the Real Property Records of Washington County, Oregon.
3. Easement provided by Corporate Sewer Easement dated July 10, 1987, executed and delivered by Biem and James Properties, III, as grantor, to the Unified Sewerage Agency of Washington County, Oregon, as grantee, recorded as Recorders Fee Number 87040749 in the Real Property Records of Washington County, Oregon.
4. The terms and provisions of that Consent and Waiver of Right to Remonstrate Regarding Road Improvement and Maintenance dated August 23, 1988, executed and delivered by Biem and James Properties, III recorded as Recorders Fee Number 88042726 in the Real Property Records of Washington County, Oregon.

Notwithstanding anything contained in this Exhibit "F" to the contrary, nothing contained herein shall be construed to prohibit the exercise of the rights and privileges granted to the Tenant under the Lease, including but not limited to the Tenant's exclusive use rights set forth in paragraph 18 of the Lease.

EXHIBIT "G"

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

(Mortgage)

THIS AGREEMENT, dated the ____ day of _____, 199____, between _____, a _____ ("Mortgagee"), and CIRCUIT CITY STORES, INC., a Virginia corporation ("Tenant").

W I T N E S S E T H :

(a) Tenant has entered into a certain lease (the "Lease") dated _____, _____ with _____ ("Landlord"), covering premises located within that certain property known as _____ Shopping Center, located in the City of _____, _____ County, _____, and more particularly described in Schedule A hereto; and

(b) Mortgagee has made a loan to Landlord as evidenced and secured by a Deed of Trust recorded _____, 199____ in the land records of _____ County, _____, in Book _____ at page _____ (the "Mortgage"), encumbering the property described in Schedule A; and the parties hereto desire to set forth their agreement with regard to the priority of the Mortgage and the effect thereof on Tenant and its leasehold interest in the aforesaid premises, as set forth below.

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) by each party in hand paid to the other, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. The Lease is and shall be subject and subordinate to the lien of the Mortgage insofar as it affects the real property of which the premises form a part, and to all renewals, modifications, consolidations, replacements and extensions thereof, to the full extent of the principal sum secured thereby and interest thereon.
2. Tenant agrees that it will attorn to and recognize any purchaser at a foreclosure sale under the Mortgage, any transferee who acquires the premises by deed in lieu of foreclosure, the successors and assigns of such purchasers, as its Landlord

for the unexpired balance (and any extensions, if exercised) of the term of the Lease upon the same terms and conditions set forth in the Lease.

3. In the event that it should become necessary to foreclose the Mortgage, Mortgagee thereunder will not terminate the Lease nor (except as required by law) join Tenant in summary or foreclosure proceedings so long as Tenant is not in default under any of the material terms, covenants, or conditions of the Lease, beyond any applicable cure period provided in the Lease.
4. Mortgagee consents to the application of casualty and condemnation proceeds in accordance with paragraphs 15 and 16 of the Lease between Landlord and Tenant, whether or not the Mortgage is then foreclosed.
5. In the event that Mortgagee shall succeed to the interest of Landlord under the Lease, Mortgagee shall not be:
 - (a) liable for any act or omission of any prior lessor (including Landlord); or
 - (b) liable for the return of any security deposits unless delivered to Mortgagee; or
 - (c) bound by any rent or other periodic payments which Tenant might have paid for more than the current month to any prior lessor (including Landlord); or
 - (d) bound by any amendment or modification of the Lease made without its consent, which consent shall not be unreasonably withheld or delayed.
6. Notwithstanding anything contained herein to the contrary, it is expressly understood and agreed that in the event that Landlord defaults in the payment of the Tenant Improvement Allowance, as defined in the Lease, and Mortgagee acquires title to the Shopping Center by foreclosure or otherwise, Mortgagee shall become liable for payment of the Tenant Improvement Allowance to Tenant, and Tenant shall otherwise be entitled to effect a Transfer all in accordance with the terms of the Lease.
7. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their successors and assigns.